



Teton County Road and Bridge
70 W North Buxton
Driggs, ID 83422
(209) 354-2932

October 9, 2014

To: Board of County Commissioners
From: Clay Smith, Supervisor - Road & Bridge Department

Completed:

- North Leigh – 3/culverts, ditching, 2”
- Fox Creek Park & Ride – START concerned about bus turning radius, may need to make some minor adjustments

Current:

- North Leigh – ¾” gravel
- Culvert Extensions
 - 3000W – by Badger Creek
- Grading as weather allows

Next:

- Culvert Extensions
 - 2000W – by Garry Hansens
 - 5000W – by Breckenridge Road
- Bridge Repairs – various as recommended by Contracted State Engineer (Richard Morrow)
- Spring Creek Bridge – W6000N (Egbert Rd), Purchased material to replace deck and stringers

Gravel Crushing:

Driggs – 12000T left to crush in Driggs

Discussion:

- Aqua Terra – Stateline/250N * Plan is to leave gravel and chipseal 2015

Action Items:

- Smith Canyon
 - Cattle guards purchased for installation, put out (3) informal bids for concrete work for the footers (expected by time of Commissioner's Meeting)
- Harmony Design – Bridges
 - RFB's – bid opening for October 16th 2014:
 - SpringCreek/No Fork Leigh Creek, 2000W @ Hwy 33
 - Badger Creek @ Rammel Mtn. Rd
 - Badger Creek @ 10000N



Teton County Idaho Public Works
Request for Bids
Bridge Scour Countermeasures

1) Purpose of Request:

The County of Teton in the State of Idaho ("County") is soliciting responses to this request for bids (RFB) for the construction and installation of scour countermeasures for three bridges as follows: 1) Badger Creek at Rammel Mountain Road, 2) Badger Creek at W10,000N, and 3) Spring Creek at N2000W.

2) Time Schedule:

The County will follow the following general timetable:

- a. Issue written RFB October 7, 2014.
- b. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 5:00 PM local time on Tuesday, October 14, 2014. Questions received after the stated deadline will not be answered.
- c. Deadline for Submittal of Responses to RFB (opening):
 - i) The deadline for submitting the responses is Thursday, October 16, 2014 at 10:00 am local time.

3) Instructions to Proposers:

- a. All responses shall be sent to:
Teton County Clerk
150 Courthouse Drive
Driggs, ID 83422
- b. An authorized representative of the firm must complete and sign at least one (1) page of its bid.

4) Terms and Conditions:

- a. The County reserves the right to reject any and all bids, and to waive minor irregularities in any RFB response.
- b. The County reserves the right to request clarification of the information submitted, and to request additional information from any respondent.
- c. Any RFB response may be withdrawn up until the date and time set above for opening of the RFB responses.
- d. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 5:00 PM local time on Tuesday, October 14, 2014. Questions may be submitted to Jennifer Zung via email to jen.zung@harmonydesigninc.com. Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms or conditions stated in the RFB, and changes to the RFB, if any, shall be made in writing only and issued in the form of an Addendum to the RFB and highlighted in the RFB.
- e. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all work as specified or indicated in the bidding documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding documents.
- f. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5) Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the bidding documents.
- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- d. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- g. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

6) Bidder's Certification

Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- e. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
- f. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- g. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- h. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7) Scope of Work

The project, in general, is the construction and installation of scour countermeasures for three bridges located over Badger Creek at Rammel Mountain Road and W10,000N and over Spring Creek at N2000W. Reference specifications not provided include, Highway & Street Guidelines for Design & Construction in Teton County, Idaho Standards for Public Works Construction, and manufacturer guidelines as applicable. In general this project is comprised of the following as shown on the attached Construction Drawings dated October 6, 2014:

- Mobilization & De-mobilization of equipment
- Dewatering and BMP installation
- Excavation of native creek material
- Installation of geotextile fabric and riprap
- Re-grading of native creek material
- Placement of concrete (Spring Creek)
- Work must be completed by January 15, 2015.
- Contractor must be a Licensed Public Works Contractor.

Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

Bidder agrees to comply with prevailing wage requirements also known as the Davis-Bacon Act.

Pay request vouchers shall be submitted monthly to the Teton County Road and Bridge Department, 150 Courthouse Drive, Driggs, Idaho 83422.



Bidder Response Form

Bidder's Corporation/Partnership Name: _____

Bidder's Business Address: _____

Idaho Public Works License Number: _____

Bidder's Phone Number: _____ Bidder's Fax: _____

Bidder's Email: _____

By (Signature): _____

Name (typed or printed): _____

SUBMITTED ON: _____

Bridge Scour Countermeasures

Item No.	Description	Price
1	Mobilization, Dewatering, and Erosion Control	
2	Badger Creek and 10,000N Riprap Installation	
3	Badger Creek and Rammel Mtn Road Riprap Installation	
4	Spring Creek and N2000W Concrete placement	
	TOTAL	

Bid prices listed shall include all applicable taxes and fees.



PROFESSIONAL SERVICES AGREEMENT Bridge Scour Countermeasures

AGREEMENT made between TETON COUNY (Governmental Entity), a political subdivision of the state of Idaho, herein "*ENTITY*" and _____ herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** *ENTITY* engages *CONTRACTOR* to perform the work associated with the supply of Gravel Crushing Services associated with Exhibit "A" attached hereto. The actual quantities for each product supplied are below:

Item No.	Description	Price
1	Mobilization, Dewatering, and Erosion Control	
2	Badger Creek and 10,000N Riprap Installation	
3	Badger Creek and Rammel Mtn Road Riprap Installation	
4	Spring Creek and N2000W Concrete placement	
	TOTAL	

2. **PAYMENT:** *ENTITY* agrees to pay *CONTRACTOR* for all services rendered under this Agreement an amount not to exceed the total sum of _____. The parties agree that *CONTRACTOR* will invoice *ENTITY* for payment under this Agreement for services rendered herein. *CONTRACTOR* shall submit monthly invoices for the percentage for work performed for each task set forth in Exhibit "A" and Exhibit "B". If *ENTITY* and *CONTRACTOR* agree in writing the contract may be extended or increased.

3. **RIGHT OF CONTROL:** *ENTITY* agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** *CONTRACTOR* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *ENTITY*. *ENTITY* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *ENTITY*.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *ENTITY* on behalf of

CONTRACTOR or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR*'s income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

6. LICENSES AND LAW: *CONTRACTOR* represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *ENTITY*.

8. WORKER'S COMPENSATION: *CONTRACTOR* shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *ENTITY* of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: *CONTRACTOR* shall supply, at *CONTRACTOR*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. TERM: This contract will run through January 1, 2015. If work is not completed by January 15, 2015 *ENTITY*, at its sole discretion, may extend the contract term at no additional cost to the *ENTITY*. *ENTITY* may terminate the contract at any time. In the event that the contract is terminated, *ENTITY* shall pay *CONTRACTOR* for the percentage of all materials used and labor performed up to the date of termination.

It is mutually agreed that the time for the commencement and completion of the work will affect the progress of other work that the County can or will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule. In view of these facts, it is agreed, in the event the County recognizes suffering, County will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$500 per day for each calendar day that work remains uncompleted beyond the date specified for the completion of the work. Completion of the work will be when the Contractor produces the contract quantity specified +/- 5% by the Contract Date.

11. WARRANTY: *CONTRACTOR* warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION: *CONTRACTOR* agrees to indemnify, defend, and hold harmless *ENTITY*, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of *CONTRACTOR*, *CONTRACTOR*'s agents, employees, or representatives under this Agreement.

13. INSURANCE: *CONTRACTOR* agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$_____, which shall name and protect *CONTRACTOR*, all *CONTRACTOR*'s employees, *ENTITY*, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the *CONTRACTOR*'s acts. *CONTRACTOR* shall provide proof of liability coverage as set forth above to *ENTITY* prior to commencing its performance as herein

provided, and said require insurer to notify *ENTITY* ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

19. BONDS: 100% payment bond and 100% performance bonds are required at the time this contract is executed.

DATED this _____ day of _____, 20____.

ENTITY:

(Governmental Entity)

By _____
Its _____

WITNESS:

(Signature of Witness or Notary Public)

CONTRACTOR:

By _____
(Name)

Its _____
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____, as attorney for _____
(Governmental Entity).

EXHIBIT A

(Bid Documents)

BRIDGE SCOUR COUNTERMEASURES

TETON COUNTY, IDAHO

CONSTRUCTION DRAWINGS - BID SET

OCTOBER 6, 2014

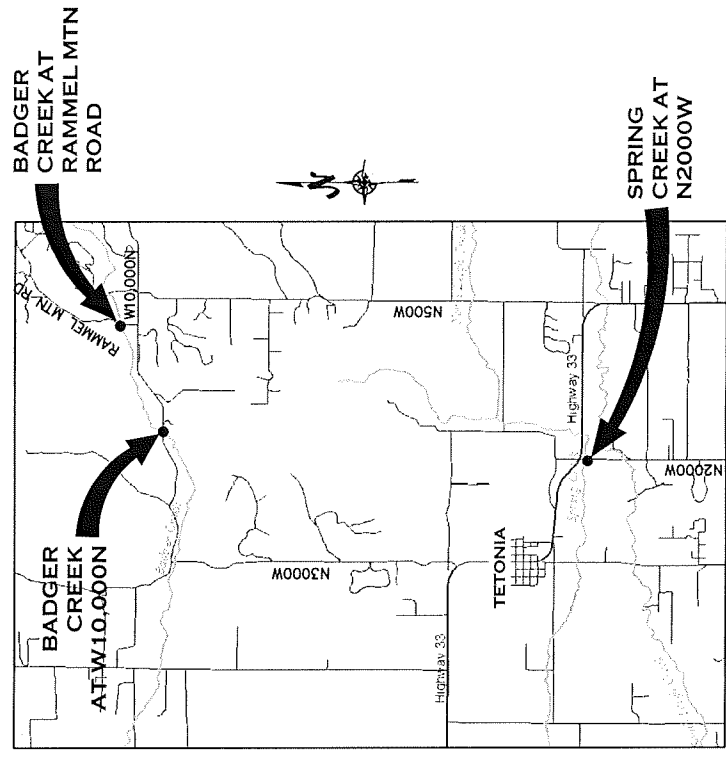
GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS. THE CONTRACTOR SHALL CALL "IDAHO DIG LINE" AT 1-800-342-1585 A MINIMUM OF 72 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS AND SAFETY CODES IN THE CONSTRUCTION OF ALL IMPROVEMENTS. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
3. NO IN-STREAM CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN THE CREEK WITHOUT FIRST OBTAINING NECESSARY PERMITS FROM THE ARMY CORPS OF ENGINEERS AND IDAHO DEPARTMENT OF WATER RESOURCES.
4. CONSTRUCTION OPERATIONS SHALL BE PERFORMED TO PREVENT EROSION, SEDIMENT, AND DEBRIS FROM ENTERING THE CREEK. IF DEWATERING IS REQUIRED, DISCHARGE SHALL BE DIRECTED TO A SETTLING BASIN OR OTHER BMP APPROVED BY THE DESIGN ENGINEER.
5. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMIT OF WORK. THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT ALL NATURAL LANDSCAPING, SITE FEATURES, AND EXISTING ROADWAYS OUTSIDE OF THE LIMITS OF WORK AS SHOWN ON THE DRAWINGS AND SHALL REPAIR AND REPLACE TO ORIGINAL CONDITION OR BETTER OR OTHERWISE MAKE GOOD AS DIRECTED BY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE ANY SUCH DAMAGE SO CAUSED.
6. THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL CONSTRUCTION DEBRIS. STORAGE OF SUCH MATERIALS ON THE PROJECT SITE WILL NOT BE PERMITTED. THE CONTRACTOR SHALL LEAVE THE SITE IN SAFE AND CLEAN CONDITION UPON COMPLETION OF THE SITE CLEARANCE WORK.
7. IF REQUIRED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A NPDES PERMIT AND PREPARE A SWPPP PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
8. THE CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES, ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS REQUIRED FOR THE PROJECT.

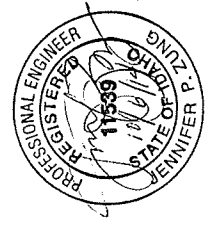
INDEX OF DRAWINGS

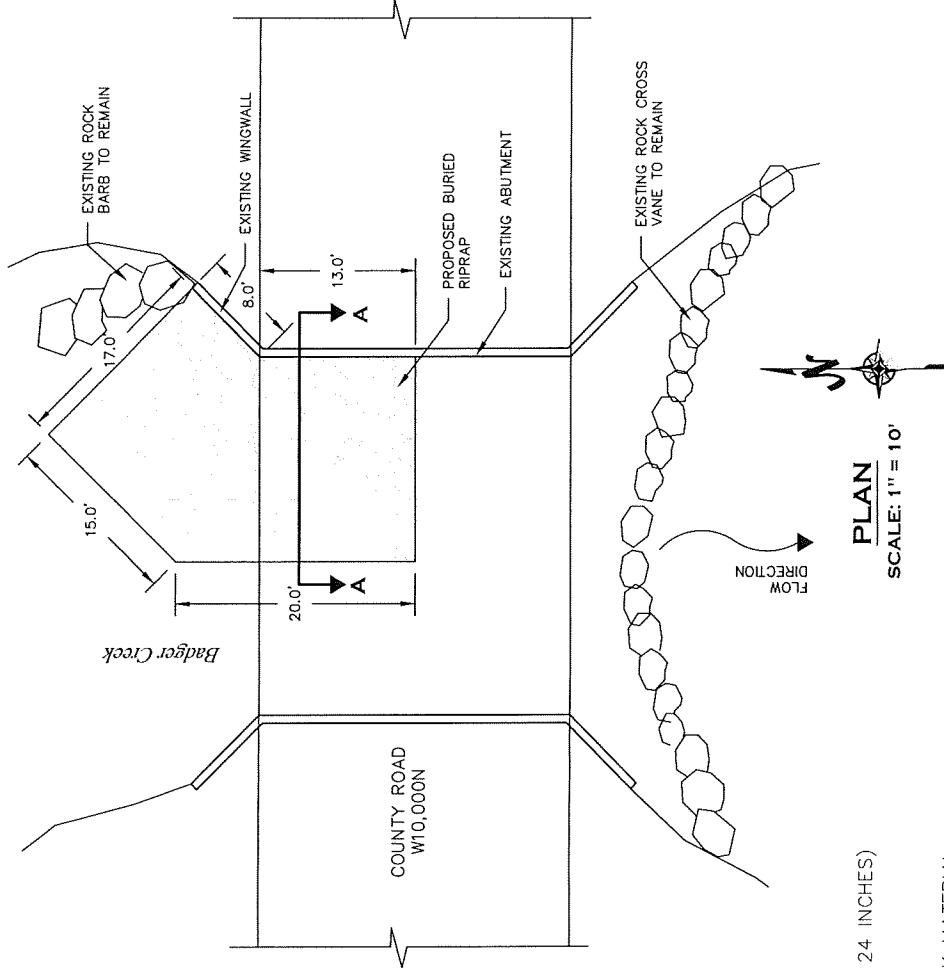
- | | |
|--------|--------------------------------------|
| 1 OF 4 | COVER SHEET |
| 2 OF 4 | BADGER CREEK AT W10,000N |
| 3 OF 4 | BADGER CREEK AT RAMMEL MOUNTAIN ROAD |
| 4 OF 4 | SPRING CREEK AT N2000W |

CALL BEFORE YOU DIG
ONE CALL CENTER OF IDAHO
1-800-342-1585
FOR THE LOCATION OF UNDERGROUND
UTILITIES



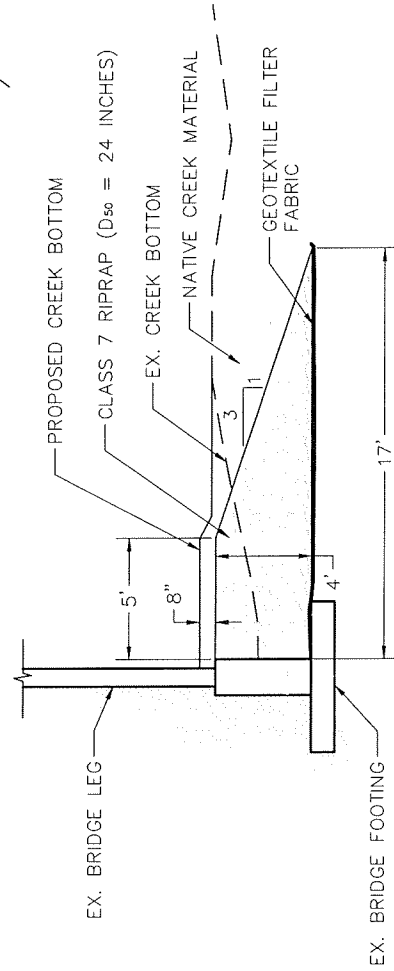
VICINITY MAP
NOT TO SCALE





PLAN

SCALE: 1" = 10'



EAST ABUTMENT CROSS SECTION A-A

SCALE: 1" = 5'

NOTES

1. RIPRAP SHALL HAVE THE FOLLOWING GRADATION:

<u>CLASS 7 (D₉₅ = 24 INCHES)</u>	
D ₁₅	= 14.5 TO 21.0 INCHES
D ₃₀	= 23.0 TO 27.5 INCHES
D ₄₅	= 31.0 TO 37.0 INCHES
D ₉₀	= 48.0 INCHES
2. GEOTEXTILE SHALL BE A CLASS 2 (PER AASHTO M288) WOVEN MONOFILAMENT OR NONWOVEN NEEDLE PUNCHED FABRIC. WOVEN MONOFILAMENT FABRIC SHALL HAVE PERCENT OPEN AREA ≥ 4%. NONWOVEN NEEDLE PUNCHED FABRIC SHALL HAVE POROSITY ≥ 30% AND MASS/AREA > 12 OZ/SY. PROVIDE SUBMITTAL TO DESIGN ENGINEER FOR APPROVAL.
3. GEOTEXTILE SHALL BE PLACED SO THAT UPSTREAM STRIPS OVERLAP DOWNSTREAM STRIPS. OVERLAPS SHALL BE PLACED IN THE DIRECTION OF FLOW AND BE A MINIMUM OF 1.5 FT.

NOTES

1. RIPRAP SHALL HAVE THE FOLLOWING GRADATION:

CLASS 7 ($D_{15} = 24$ INCHES)

$D_{15} = 14.5$ TO 21.0 INCHES

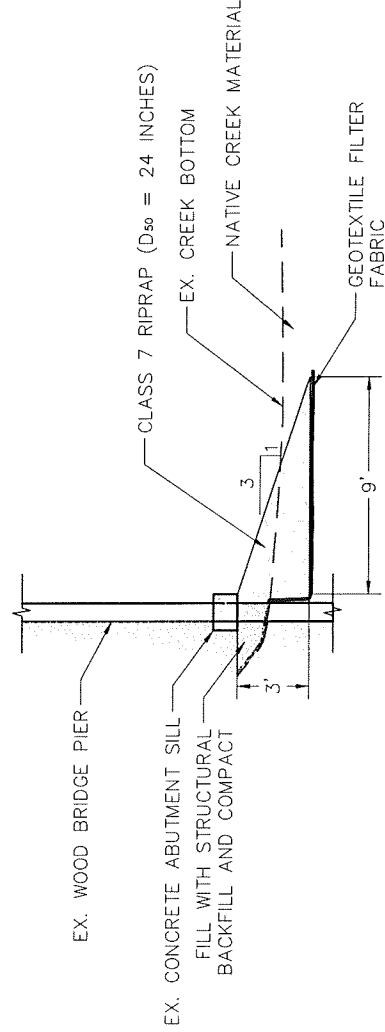
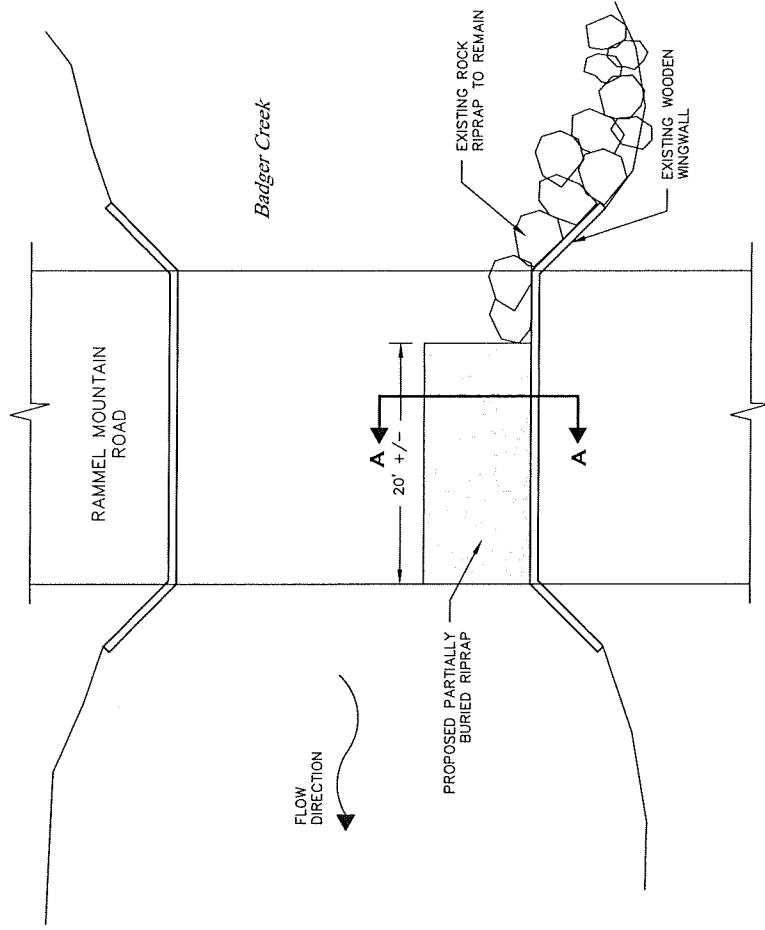
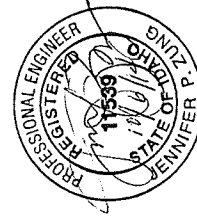
$D_{30} = 23.0$ TO 27.5 INCHES

$D_{45} = 31.0$ TO 37.0 INCHES

$D_{100} = 48.0$ INCHES

2. GEOTEXTILE SHALL BE A CLASS 2 (PER AASHTO M288) WOVEN MONOFILAMENT OR NONWOVEN NEEDLE PUNCHED FABRIC. WOVEN MONOFILAMENT FABRIC SHALL HAVE PERCENT OPEN AREA $\geq 4\%$. NONWOVEN NEEDLE PUNCHED FABRIC SHALL HAVE POROSITY $\geq 30\%$ AND MASS/AREA > 12 OZ/SY. PROVIDE SUBMITTAL TO DESIGN ENGINEER FOR APPROVAL.

3. GEOTEXTILE SHALL BE PLACED SO THAT UPSTREAM STRIPS OVERLAP DOWNSTREAM STRIPS. OVERLAPS SHALL BE PLACED IN THE DIRECTION OF FLOW AND BE A MINIMUM OF 1.5 FT.



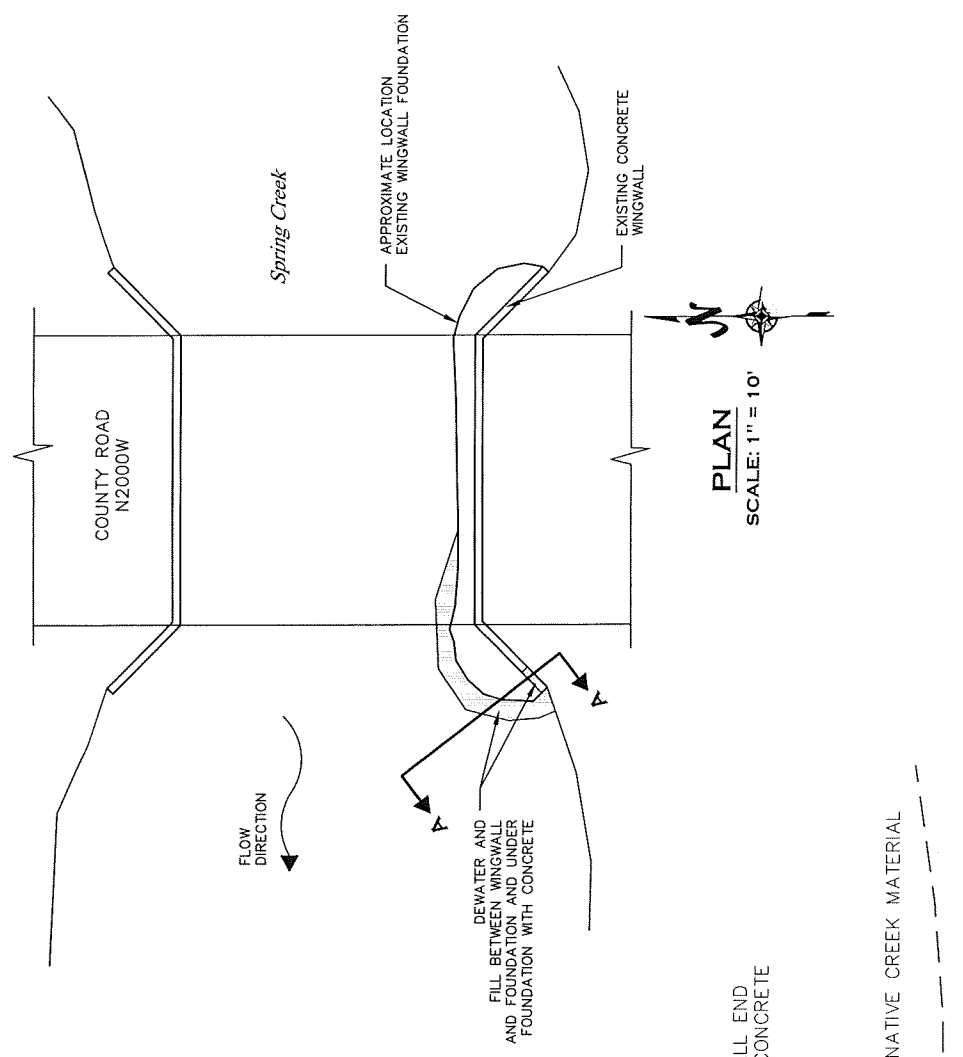
SOUTH ABUTMENT CROSS SECTION A-A

SCALE: 1" = 5'

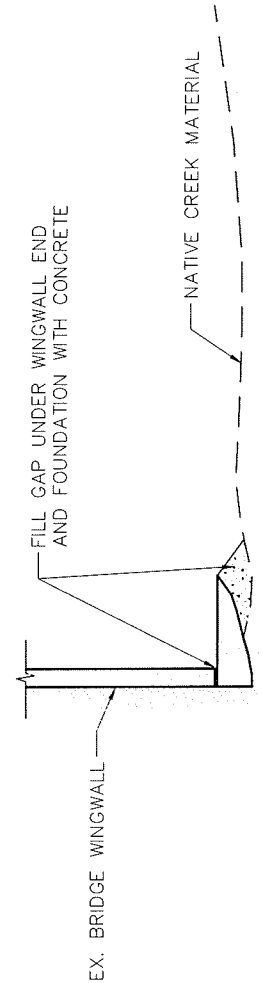
NOTES

1. RIPRAP MATERIAL TO BE PROVIDED BY TETON COUNTY AND SHALL HAVE THE FOLLOWING GRADATION:
CLASS 5 ($D_{50} = 18$ INCHES)
 $D_{10} = 11.0$ TO 15.5 INCHES
 $D_{30} = 17.0$ TO 20.5 INCHES
 $D_{50} = 23.5$ TO 27.5 INCHES
 $D_{80} = 36.0$ INCHES
2. GEOTEXTILE SHALL BE A CLASS 2 (PER AASHTO M288) WOVEN MONOFILAMENT OR NONWOVEN NEEDLE PUNCHED FABRIC. WOVEN MONOFILAMENT FABRIC SHALL HAVE PERCENT OPEN AREA $> 42\%$. NONWOVEN NEEDLE PUNCHED FABRIC SHALL HAVE POROSITY $\geq 30\%$ AND MASS/AREA > 12 OZ/SY. PROVIDE SUBMITTAL TO DESIGN ENGINEER FOR APPROVAL.
3. GEOTEXTILE SHALL BE PLACED SO THAT UPSTREAM STRIPS OVERLAP DOWNSTREAM STRIPS. OVERLAPS SHALL BE PLACED IN THE DIRECTION OF FLOW AND BE A MINIMUM OF 1.5 FT.
4. CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:
TWENTY-EIGHT DAY COMPRESSIVE STRENGTH = 3000 PSI MIN. - 5.75
SACKS OF TYPE II CEMENT PER CUBIC YARD
SLUMP: 4" +/- 1 INCH
MAX. WATER/CEMENT RATIO: 0.5

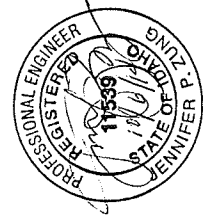
MATERIALS:
CEMENT: ASTM 150, TYPE II
COARSE AND FINE AGGREGATE: ASTM C33
WATER SHALL BE CLEAN AND POTABLE.



PLAN
SCALE: 1" = 10'



SOUTHWEST WINGWALL CROSS SECTION A-A
SCALE: 1" = 5'





United States
Department of
Agriculture

Forest
Service

Caribou-Targhee National Forest
Teton Basin Ranger District

P.O. Box 777
Driggs, ID 83422
208-354-2312

File Code: 1560/5460

Date: September 24, 2014

Teton County Commissioners
150 Courthouse Drive
Driggs, ID 83422

Smith Canyon County Road 2000 West and
Forest Access

Dear Commissioners:

I would like to congratulate you on getting close to completing this access issue at minimal cost to the residents of Teton County. This project has been an issue for the county since the early 2000's and I have been amazed by the cooperation the current landowners have shown to help you rectify the situation. Rarely do landowners cooperate with local and federal governments in such a positive manner.

I know you no longer have a County Engineer to keep you updated on many of your projects so I will make an extra effort to help you fulfill portions of the state grant we jointly acquired in the counties name for this project. Please see the budget spreadsheet on page 3 of the enclosed Smith Canyon grant agreement with the State Parks and Recreation Department using Federal Highway RTP funds. You will note that of the \$23,000 estimated there is a local match of \$5,150. Jay Mazalewski and I were able to secure a Resource Advisory Committee (RAC) grant for \$4,000 to help with the county match. This leaves \$1,150 as the county's contribution to finish this project. Due to the lack of timely cattle-guard availability, Bonneville Power has donated gates to the project, so the county may be able to further reduce their match outlay by using the BPA's additional donation to the project.

Originally Jay Mazalewski and I were using the Schedule A agreement (attached) to transfer the \$4,000 RAC grant monies to the county. The Forest Service was originally only to construct the parking area. As the project developed we learned that decommissioning of the trail on private property was going to become an arduous contract process. That requirement was significantly simplified when the private landowners agreed to allow the Forest Service to complete the work in the same fashion as done on similar routes on the National Forest. This agreement saved the county significant time and money in oversight and contract preparation costs.

Originally the actual costs for trail decommissioning, parking lot construction and gate installation, were estimated to be around \$8,000. Our current estimate after work due to the cooperation of landowners is approximately \$4,000. Therefore, I propose that we not transfer the RAC funding to the county and see if I can cover the Forest Service costs with that money.

Can you confirm this recommendation for me?

This should free up money in the grant and provide additional opportunities for the county if they work with State Parks and Rec on possible changes, including possibly covering your costs for a centerline location. I can provide whomever you designate copies of our bills to prove the match to the State in a few months after they clear my system.

I'm sorry we were unable to install your cattle-guards while we had our equipment in the area to save you even more expense. I know Mr. Bob Condi of Crystal Springs Cattle Company was very interested in ensuring that they were installed as per your agreement with him several years ago.



I have included several pictures taken of the trail decommissioning completed on Thursday September 18th in case you need them to help with your close out of the state grant. We were able to access the property through Crystal Springs Ranch and minimize the damage an excavator may have made accessing the area along the trail. Many people wouldn't be able to see our access route unless they were looking. The cooperation of Mr. Condi in allowing us this access was also a significant cost savings and helps to show the local landowner commitment to the project.

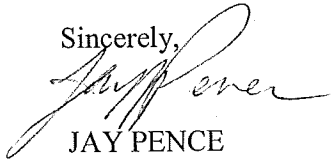
I am sorry we were unable to fully re-contour the lowest switchback on the Moulton property. The erosion caused by the poorly constructed trail had eliminated our ability to find enough material without disturbing the wetlands where it was deposited. Mr. Moulton understood the situation and didn't request we cause additional damage to the area trying to import or excavate more material. This private landowner concession further reduced impacts and costs.

The parking area on the Forest Service currently looks larger than necessary. This is due to the need to provide parking and retain access for large equipment onto the BPA power-line. My engineer considered a bulb shaped area which would have been more aesthetically appealing and smaller, but would have had more linear distance around it. Due to the location under a power-line, and the desire to limit the number of barrier rocks and costs, we opted for the less expensive squarer area. Much of the area below the BPA road/ATV trail is expected to recover and be like it was prior to the defining of this parking area. I have included a photo for your grant closeout as well.

There is a large deposit of material along the centerline of the county right of way by Mr. Marshall's house. My timber staff notified his contacts at BPA since he was concerned that their purchased easement may be encumbered by the material. Mr. Marshal indicated that this was not the case and that his proposed center line would be approved by the county. You may want to confirm BPA's position before authorizing the centerline to be moved. Mr. Marshal definitely knows the area much better than I do, but I would also suggest that you look or survey the limits of your right of way though this area before moving the center line. That way you will know what you may be gaining inside the proposed new county ROW before agreeing. There is an obvious wetland in the proximity that may significantly limit any future county upgrade to the road to access unknown future developments provided by the numerous land owners beyond this point. I believe Jorgensen & Associates has completed a preliminary drawing of the revised centerline.

In closing, I hope to interact with you, your new engineer, or whomever you designate, to close out this grant in a timely and successful fashion. If you need any further clarification or help from me, or the Forest Service, on this project please let me know.

Sincerely,



JAY PENCE
District Ranger

ENCL. 2



C. L. "Butch" Otter
governor

Nancy C. Merrill
director

IDAHO PARK AND
RECREATION BOARD

Tom Crimmins
region one

Randy Doman
region two

Ernest J. Lombard
region three

Charles H. Correll
region four

Jean S. McDevitt
region five

Robert Hansen
region six

IDAHO DEPARTMENT OF
PARKS AND RECREATION

p.o. box 83720
boise, idaho 83720-0065

(208) 334-4199

fax (208) 334-3741

tdd 1-800-377-3529

street address
5657 warm springs avenue
boise, idaho 83716

www.parksandrecreation.idaho.gov

~Important – Please Read Thoroughly~

October 11, 2013

Jay Mazalewski
Teton County
150 Courthouse Drive
Driggs, ID 83422

RE: RT14-5-41-2

Dear Jay,

Enclosed is the signed grant agreement for your files. Also enclosed is a *Request for Reimbursement/Closeout Report* form that you must submit when requesting reimbursement(s) for project costs. You need to attach copies of associated invoices/receipts to identify the reimbursement and the match amounts claimed. You should also keep a copy of that information for your records as well. Partial payments for reimbursement can be submitted as you accumulate bills.

Please ensure the match identified on the original application is reflected on the reimbursement/close-out form. For those applications that have in-kind match, attach documentation that reflects the following:

- Who completed the work
- What work was performed
- What dates they worked
- What rates were applied

Funds for this project are available after September 1, 2013. Work on the project should begin immediately. All work must be completed and payments made before the end of the project period, June 30, 2014. I urge you to submit your final reimbursement request before the end of May 2014 to allow enough time to process the payment before the grant expires.

Thank you for your interest in providing safe, recreational opportunities in Idaho. If you have any questions, please contact me at (208) 525-7121 or jennifer.park@idpr.idaho.gov. I look forward to working with you.

Sincerely,

Jennifer Park
East Region Grant Specialist

Enclosures

Idaho Department of Parks and Recreation
STATE AND FEDERAL AID GRANT PROGRAMS

AGREEMENT FORM

Applicant: Teton County	Project No: RT14-5-41-2 Fed. Project No: Q94-1320
Project Name: Parking Lot/Trailhead Construction	Date Approved: 09/06/2013
Location: Smith Canyon Trailhead	Project Period: From: 09/06/2013 To: 06/30/2014

It is mutually agreed and understood that the use of these funds will be for the purposes stated on the attached Exhibit A which is incorporated herein by this reference and subject to the terms as described herein. It is also understood that the Applicant is responsible to obtain all necessary permits; follow applicable bidding laws; keep accurate records of expenses for audit purposes; construct all improvements according to mutually agreed upon construction standards and all applicable state, local, or federal codes and maintain improvements to be open and safe for public use, without regard to one's race, gender, national origin, religion, or disability. It is expressly agreed that the Department's sole involvement in the project covered by this agreement is in design and contribution of funds, that the Department shall acquire no interest in the property or improvements covered by this agreement, and that the Department and the state of Idaho, therefore, shall not bear any liability for use of the facilities or project area except insofar as such loss may be attributable to design by the Department. It is mutually agreed that the Applicant will comply with the rules governing the appropriate recreation program in effect as of the date of this agreement.

These funds are sub-granted to the applicant as a portion of federal funds granted to the Idaho Department of Parks and Recreation as identified below:

1. Federal Agency: Department of Transportation/Federal Highway Administration
2. CFDA Title: Recreational Trails Programs
3. CFDA #: 15.219
4. Award Name: National Recreational Trails FFY 2013
5. Award #: RTP-2013 (001)

In witness thereof:

APPROVED:

Kelly E. Paul
Signature-Applicant's Authorized Representative

Nancy M. Murrell
Idaho Department of Parks and Recreation

Council CHAIRPERSON
Title

10/14/13
Date

9/13/13
Date

<p>This document has been reviewed by the following staff member: <u><i>Kathleen Murrell</i></u> Director's approval is recommended Date <u>10.3.13</u></p>

Idaho Department of Parks and Recreation

10) BUDGET

Project Name: Smith Canyon Trailhead

For IDPR Use Only Grant # RT 14-5-41-2	Federal # Q94-1320	Source of Funding		IDPR Use Only
Project Components	(C) Total Cost	(B) Matching Share	(A) Grant Request	Amount Approved
Road re-shape/narrow	2500	1050	1450	
Road Work (Gravel/Brush removal)	4000	800	3200	
Parking Lot	3500	700	2800	
Signage	500	100	400	
Cattle Guard Install (2)	8000	1600	6400	
Gate Install (2)	1500	300	1200	
Trail Reclamation	3000	600	2400	
TOTALS	23000	5150	17850	17850
% OF TOTAL	100%	22 %	78 %	78 %

*Round to the nearest dollar and percentage. Be sure to check your addition. Columns A+B=C.

Notes:

- ☐ For RV, WIF, ORMV, Motorbike, and Road and Bridge projects - match is not required (except for motorized equipment as noted below), but more points are awarded to projects with financial commitments.
- ☒ For RTP projects only - A 20% match is required with 5% of the total project being non-federal money.
- ☐ For WIF projects only - grants for motorized equipment valued up to \$50,000 require 25% match.
WIF grants for motorized equipment valued at greater than \$50,000 require 20% match.
- ☐ For ORMV, RTP, Motorbike and RV projects - grant requests for motorized equipment over \$1,000 each and under \$50,000 each shall require a minimum of 50% matching funds to be eligible for funding.
- ☐ For LWCF - 50% match is required.



IDPR/SWI 50.7

Idaho Department of Parks and Recreation
Request for Reimbursement/Close-out Report

1. Request # _____ 2. Project Name _____ 3-a. Grant # _____
CFDA #'s are for Federally funded grants 3-b. CFDA# _____
4. Project Period _____ 5. Partial Payment ☐ Closeout ☐
6. Project Applicant (Payee) _____
7. Grant Manager _____
8. Address _____
9. Phone _____ 10. Fax _____ 11. Email _____

Grant Funds (IDPR)

Original Grant Amount.....
Amount Requested This Form.....
Amount Previously Expended.....
Balance

Match Funds (Applicant)

Match Committed.....
Match Reported This Form.....
Match Previously Reported.....
Balance

Program rules require that signs be posted acknowledging funding assistance by IDPR grant funds.

☐ Please check this box if a grant program sign or sticker needs to be sent to you.

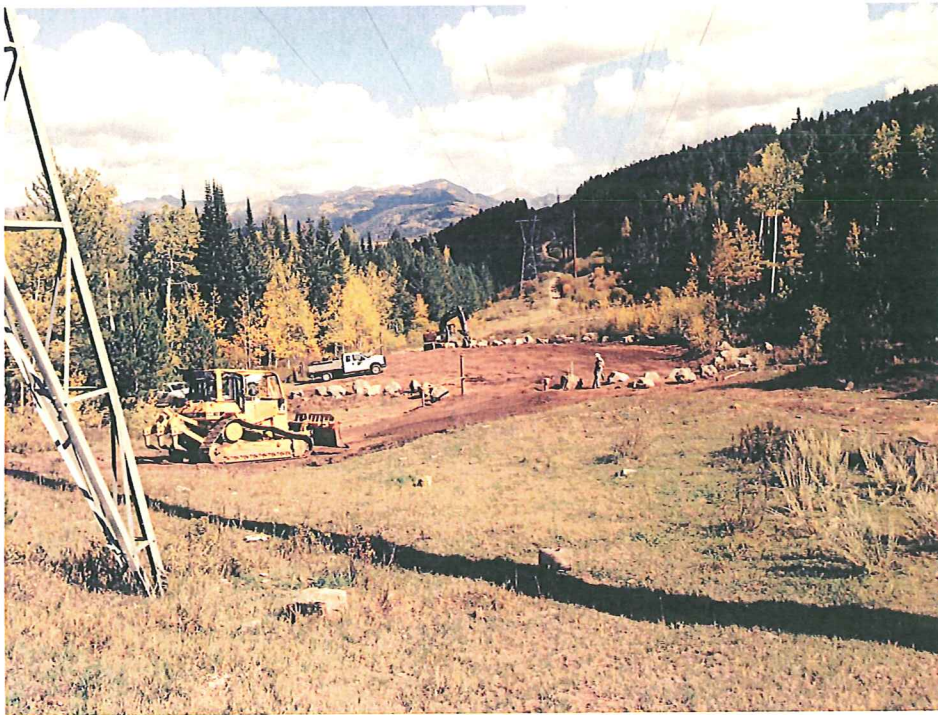
Note: Furnishing false information may constitute a violation of applicable state and federal laws. I certify that the above data is correct based on the contractor's official accounting system and records, consistently applied and maintained, and that the costs shown have been made for the purpose of, and in accordance with, the terms of the grant contract

Authorized Signature _____ Title _____ Date: _____

Reimbursement/Close-out cannot be processed without an authorized signature from the applicant.

Submit to: Idaho Department of Parks and Recreation
Attn: Jennifer Park
4279 Commerce Circle, Ste. B
Idaho Falls, ID 83401
208-525-7121, jennifer.park@idpr.idaho.gov

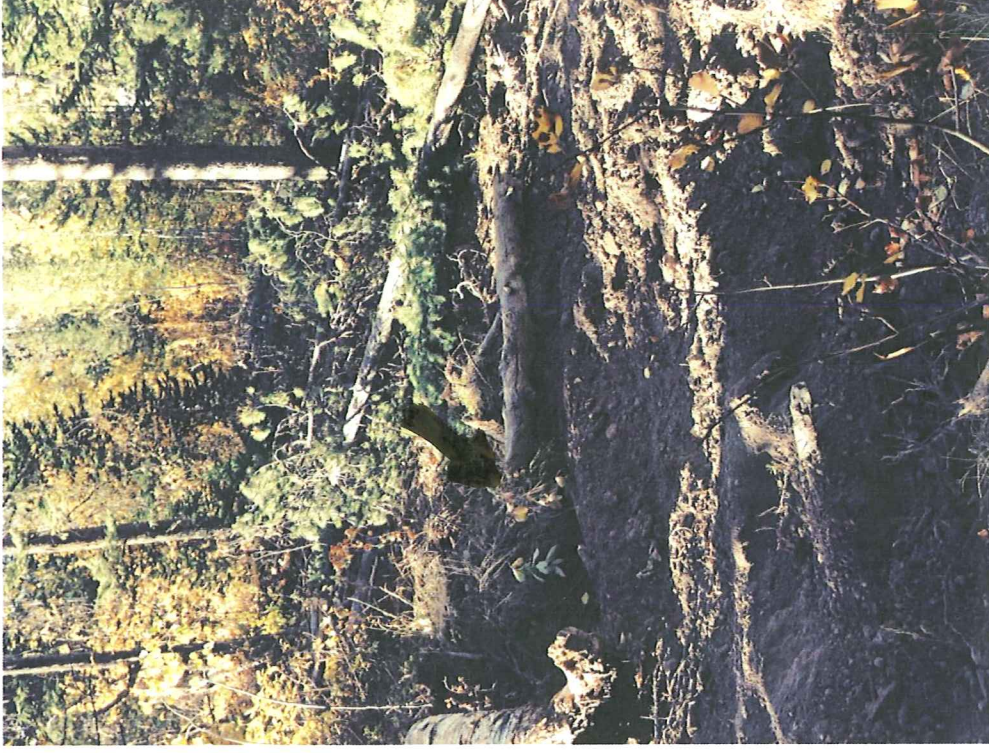
****Please attach copies of invoices/receipts***



Smith Canyon Trailhead September 23, 2014. Note ATV trail passage through trailhead where people are standing and where excavator is working. Trailhead now has defined parking area while allowing BPA access to power-line.



Smith Canyon private trail decommissioned looking toward riparian area September 18, 2014.



Smith Canyon private trail decommissioning 9-18-2014. Note gap on picture ton left between full contour and undisturbed. Site lacked enough fill material for full reclamation due to significant past erosion.



Smith Canyon private property ATV trail decommissioning 9-18-2014. Picture of lowest switchback on Moulton property. Note there was a lack of fill due to erosion. Full re-contour and rehabilitation of site impossible due to lack of fill material. Operator did his best to reshape the site with material available.

Allred tree services Inc

Allred tree service inc
PO Box 11149
Jackson, WY 83002

(307)733-4390
wade@allredtree.net

Invoice

Date	Invoice No.
10/24/2013	1140
Terms	Due Date
Net 30	11/23/2013

Bill To

Teton County
SMITH CANYON

Amount Due	Enclosed
\$3,600.00	

Please detach top portion and return with your payment.

Activity	Quantity	Rate	Amount
• BRUSH CLEARING 4" AND LESS & MOBILIZATION(DAYS)	1.5	2,400.00	3,600.00
Total			\$3,600.00

PLEASE SEND PAYMENT TO ABOVE ADDRESS OR LET US KNOW WHEN WE CAN PICK UP PAYMENT.

THANKS FOR THE BUSINESS !!
PLEASE CALL US AGAIN..



2369 South Highway 33
Driggs, ID 83422
(208) 554-8816
(208) 554-2733 fax
www.mdlandscapinginc.com

Nursery & Landscaping, Inc.

INVOICE

Date	Page	Number
12/19/13	1	17571-0001

CLIENT:

TETON COUNTY COURTHOUSE
150 Courthouse Drive
DRIGGS, ID 83422

JOB:

Teton County-Est 5218
150 Courthouse Drive
DRIGGS, ID 83422

Account #	Salesperson	Purchase Order #	Contract #	Phone	Terms	Due Date
12381	01				Net 30 Days	1/18/14

Item #	Description	Qty	UM	Price	Total	Tax
7521	Boulders 3-4' Delivered to County Pit in Driggs for Fox Creek Project	68.00	Cy	25.25	1,717.00	
7521	Boulders 3-4' Delivered to County Pit in Driggs for Fox Creek Project	72.00	Cy	25.25	1,818.00	

SUBTOTAL this Invoice: \$3,535.00

TOTAL AMOUNT DUE THIS INVOICE: \$3,535.00

From: Clay Smith
Sent: Tuesday, September 23, 2014 11:06 AM
To: Kathy Rinaldi; Kelly Park; Sid Kunz
Subject: FW: State line

BOCC: **DO NOT REPLY ALL**

Attached please find recommendations for Stateline/250N culvert.

I agree with Arlin regarding Option#2 being the most cost effective result. This would be an additional cost of \$7,155.00 or we could just have the road work done at no additional cost, delete the asphalt and chip-seal this area when we chip-seal Stateline road next summer (2015). Also attached is the "for bid only construction plan", which is the only plans that Aqua Terra has had to work with in doing this project.

Kelly and I drove this yesterday and the slope is indeed a safety issue. Your immediate decision is anticipated as the asphalt is scheduled for Thursday (should you decide not to do the asphalt there is no problem cancelling the asphalt at this point).

Regards,

Clay Smith, Supervisor
Teton County Road & Bridge
csmith@co.teton.id.us
208.354.2932 Office
208.354.3932 Fax

From: Arlin Grimes [<mailto:arlin@aquaterrarestoration.com>]
Sent: Tuesday, September 23, 2014 8:02 AM
To: Clay Smith
Subject: State line

Hi Clay

I looked at a few options. It looks like extending the road just 25 feet on both sides would help out. It would reduce the approach grades by about 1/3 on both sides. Extending the road out 50 feet on each side would cut the north side by 1/2 and the south side by just over 1/3.

After looking at the profile I think that if we run 25 feet on the north side and 50 feet on the south we will get the best result for money. The high point could be extended a little to reduce the effect of hitting the high point and dropping immediately and ease the transitions on both side.

The final option would be to extend the work 50 feet on each side. After that I think the gains would be negligible.

I have some sketches of the profile from the survey we did yesterday I can drop by if you want to look at it. It is pretty rough but it helped me see the benefits of each option.

Arlin Grimes
Aqua Terra Restoration LLC
208-351-2616

P.O.Box 651
Driggs, ID 83422

Date	Estimate #
9/23/2014	139

Name / Address
Spring Creek Teton County option 1

[illegible]

Aqua Terra Restoration LLC

P.O.Box 651
Driggs, ID 83422

Estimate

Date	Estimate #
9/23/2014	140

Name / Address
Spring Creek Teton County option 2

Project

Description	Qty	U/M	Rate	Total
Additional road work	75		50.00	3,750.00
Additional Asphalt	75		55.00	4,125.00
			Total	\$7,875.00

Aqua Terra Restoration LLC

P.O.Box 651
Driggs, ID 83422

Estimate

Date	Estimate #
9/23/2014	141

Name / Address
Spring Creek Teton County option 3

Project

Description	Qty	U/M	Rate	Total
Additional road work	100		48.00	4,800.00
Additional Asphalt	100		55.00	5,500.00
			Total	\$10,300.00